



### **Mud Run Waiver and Release, Assumption of Risk, and Consent to Medical Treatment**

**Please read this entire legal document ("Waiver") with care, as it affects your future legal rights.**

As used in this Waiver, the term "**Releasees**" includes: (i) The City of Maricopa and its officers, past and present employees, agents, representatives, successors and assigns (collectively, "City"); (ii) the Premises owner; (iii) all Event volunteers and officials; and (iv) all Event sponsors, sponsor affiliates, contractors, and their respective employees. As used in this Waiver, the term "**Participant**" means yourself or your minor child/ward, and any personal representatives, assigns, heirs, and next of kin.

\_\_\_\_ 1. In consideration of being permitted to participate (for any purpose) in the Mud Run ("Event") and to enter Event property ("Premises"), Participant represents that it has fully and carefully read this Waiver, understands its contents, and agrees to all of its terms.

\_\_\_\_ 2. Participant understands the Event is an inherently dangerous activity that presents extreme obstacles and conditions, which may include, but are not limited to, fire, mud pits, barbed wire, cargo nets, heights, climbing structures, water crossings, swimming, steep hills, uneven and slippery terrain, and/or exposure to water that has not been treated for chemicals, disease or contamination. Participant also understands that the Event course may contain wild animals, insects, and plants. Participant expressly acknowledges that the Event involves serious risks of illness, serious injury, death, and/or property damage, and that such risks cannot be fully eliminated. Participant voluntarily agrees to assume the full risk of death, bodily injury and property damage, regardless of severity, that Participant may sustain as a result of Participant's attendance at or participation in the Event.

\_\_\_\_ 3. Participant consents to medical care and transportation as Releasees or medical professionals may deem appropriate, and Participant understands that this Waiver extends to any liability arising out of or in any way connected to such medical treatment or transportation. Participant understands that it is responsible for obtaining any insurance needed to cover personal injury, death, and harm to others.

\_\_\_\_ 4. • Do not dive or enter any mud pit or body of water head first, as doing so may cause serious physical injury and/or death. No strollers, dogs on the course Participant agrees to observe and obey all laws, rules, and warnings, to follow any instruction and direction given by Releasees, and to abide by any decision of Releasees regarding the ability to safely participate in or attend the Event. Releasees shall have the right to prohibit my participation, without refund, should my behavior endanger the safety of or negatively affect the Event, Premises or any person, facility or property.

\_\_\_\_ 5. Participant grants to Releasees the right to use any image, photograph, and recording taken of Participant at the Event, and assigns to the Releasees all rights to said images, photographs, and recordings.

\_\_\_\_ 6. Participant understands and agrees that all ticket purchases are final and non-refundable. The City of Maricopa reserves the right to cancel the Event, without refunding ticket purchases, for any reason that may adversely affect the safety and security of Event participants and attendees.

\_\_\_\_ 7. Participant understands and acknowledges that this Waiver shall be governed by and interpreted in accordance with Arizona law, and any action at law or in equity relating to this Waiver shall be tried in a court of Pinal County Arizona. Participant expressly agrees that if any portion of this Waiver is held invalid, the balance shall continue in full legal force and effect.

\_\_\_\_ 8. To the fullest extent permitted by law, Participant shall release, defend, indemnify, and hold harmless Releasees from any and all loss, damage, claim for damage, liability, expense, or cost, including attorneys' fees, which arise out of, or is in any way connected with the Event. This indemnification provision shall apply to any and all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Releasees. This section shall survive the expiration or early termination of the Waiver.

PARTICIPANT SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

(Check one) \_\_\_\_ I am at least 18 years old OR \_\_\_\_ I am at least 12 years old and my Parent or Guardian has reviewed this Waiver and signed below.

**Only complete the section below if you are a parent or guardian of a participant under the age of 18.**

I, the parent or guardian of the above-named participant ("Minor") give my approval for Minor's participation in the Event, represent that the Minor is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and have the legal authority to enter into this Waiver on behalf of the Minor.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_